

FISCAL  
FVA

III-90-13-KC (03-98-0454) AD Rec'd  
cc. B. Borden L. Laxalle 8/26/98  
B. Frader A. Butch/Lancaster Battery

(158)  
159

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LANCASTER BATTERY COMPANY,  
et.al.

Defendant.



SDMS DocID 2202100

CIVIL ACTION NO. 98-1301

**FILED**

AUG - 5 1998

MICHAEL E. KUNZ, Clerk

ORDER

By Dep. Clerk

AND NOW, this 4<sup>th</sup> day of AUGUST, 1998, upon

consideration of the motion of the United States to enter the Consent Decree which was lodged with this Court March 27, 1998 and filed with the Court on July 28, 1998, and to distribute the money in the escrow account which has been established in connection with this litigation it is hereby

ORDERED

that the consent decree lodged on March 27, 1998 is entered as a final judgment and order of this Court.

In addition, the Clerk of the Court is ordered to distribute the entire amount (principal and interest) in the escrow account which was established in connection with this matter. The money shall be paid to the United States by check, delivered to the United States Attorney's Office, Attn: Susan Dein Bricklin, Esquire. This case is CLOSED, however, the Court will retain jurisdiction for enforcement purposes.

J.

E. S. VanANTWERPEN, U.S. DISTRICT JUDGE

ENTERED: 8/5/98

CLERK OF COURT Noda, Dice, Bricklin, Mulla, Werner  
8/5/98

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
LANCASTER BATTERY COMPANY,  
et.al.  
  
Defendant.

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CIVIL ACTION NO. 90-5201

ORDER

AND NOW, this            day of            , 1998, upon  
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delivered to the United States Attorney's Office, Attn: Susan  
Dein Bricklin, Esquire.

\_\_\_\_\_  
J.

7/15/98

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA, :  
 :  
Plaintiff, :  
 :  
v. : CIVIL ACTION NO. 90-5201  
 :  
LANCASTER BATTERY COMPANY, :  
et.al. :  
 :  
Defendant. :


MOTION TO ENTER CONSENT DECREE  
AND DISTRIBUTE ALL MONEY IN THE ESCROW ACCOUNT

COMES NOW, the United States of America, by its undersigned attorneys, on behalf of the Environmental Protection Agency, and hereby moves that this Court enter the attached Consent Decree. In addition, the United States moves that this Court order the Clerk to distribute all money (principle and interest) in the escrow account that was established in connection with this matter. The full amount shall be paid to the United States by check, delivered to the United States Attorney's Office, Attn: Susan Dein Bricklin, Esquire.

The grounds for this motion are set forth in the accompanying Memorandum of Law.

Respectfully submitted,

MICHAEL R. STILES  
UNITED STATES ATTORNEY

  
SUSAN DEIN BRICKLIN  
Assistant United States Attorney  
Senior Litigation Counsel

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CIVIL ACTION NO. 90-5201

LANCASTER BATTERY COMPANY,  
et.al.

Defendant.

MEMORANDUM OF LAW IN SUPPORT OF THE  
MOTION TO ENTER CONSENT DECREE  
AND DISTRIBUTE ALL MONEY IN THE ESCROW ACCOUNT

Plaintiff, the United States of America, on behalf of the Environmental Protection Agency, hereby moves that this Court enter the Consent Decree which has been negotiated by all of the parties in this matter. The Consent Decree is attached as Exhibit A. All of the parties to this matter have signed the Consent Decree. The United States lodged the proposed Consent Decree on March 27, 1998. Notice of the lodging of the Consent Decree was placed in the Federal Register on April 10, 1998. That notice requests public comments on the proposed Consent Decree as required by 42 U.S.C. §9622(i). No comments have been received concerning this consent decree. The public comment period is now ended. Pursuant to the provisions of CERCLA the Attorney General may withdraw or withhold her consent to the proposed consent judgment if the comments disclose facts of considerations which indicate that the proposed judgment is inappropriate, improper, or inadequate. However, since there

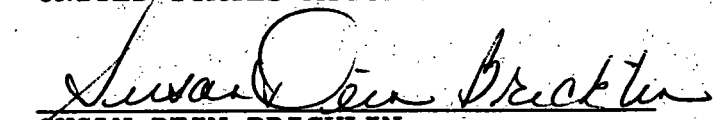
were no comments during the public comment period, the Attorney General does not withdraw or withhold her consent to the proposed decree, and requests that this Court approve the Consent Decree.

In addition, an escrow account was established in this matter. The escrow account was funded with the entire settlement amount. The escrow account must now be distributed to the plaintiff plus applicable interest.

The United States therefore, respectfully requests that the Court approve the settlement and sign and enter the Consent Decree as a final judgment. In addition, the United States requests that the Court order the Clerk to distribute the escrow account to the United States by check, delivered to the United States Attorney's Office, Attn: Susan Dein Bricklin, Esquire.

Respectfully submitted

MICHAEL R. STILES  
UNITED STATES ATTORNEY

  
SUSAN DEIN BRICKLIN  
Assistant United States Attorney  
Senior Litigation Counsel

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LANCASTER BATTERY COMPANY,  
Inc., et al.,

Defendants.

CIVIL ACTION NO. 90-5201

CONSENT DECREE

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**LANCASTER BATTERY COMPANY, INC.**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LANCASTER BATTERY COMPANY,  
Inc., et al.,

Defendants.

CIVIL ACTION NO. 90-5201

CONSENT DECREE

BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA").

B. The United States in its complaint seeks reimbursement of response costs incurred and to be incurred by EPA and the Department of Justice for response actions in connection with the Lancaster Battery Site ("Site") in Manheim-Township, Lancaster County, Pennsylvania, and a declaration of Settling Defendants' liability for further response costs.

C. The release or threatened release of hazardous substances at or from the Site has caused the United States to incur response costs. On or about March 9, 1987, EPA obligated



federal monies for a removal action at the Site, directed by an EPA On-Scene Coordinator, that involved the removal and disposal of approximately 1,046 tons of highly contaminated soils, slags, and sludges from the Site. These contaminated materials presented a direct threat of lead exposure to the public by inhalation or ingestion. Other areas at the Site were covered with one foot of clean soil and were subsequently planted with vegetation to stabilize the areas and further reduce exposure.

D. The Settling Defendants have paid \$723,400 into an escrow account to cover Past Response Costs and Oversight Costs.

E. The United States and the Settling Defendants agree, and this Court, by entering this Decree, finds, that settlement of this matter will avoid prolonged and complicated litigation and that this Consent Decree is fair, reasonable, and in the public interest.

F. The United States has filed an Amended Complaint against the Settling Defendants, as defined in Paragraph 3(1) of this Decree, including those Settling Defendants listed in Attachment A. While the United States acknowledges that there may be an issue as to whether the CERCLA Statute of Limitations bars the initiation of a legal action to recover past response costs against the Settling Defendants listed in Attachment A, those Settling Defendants listed in Attachment A have agreed to waive the Statute of Limitations as an affirmative defense, for the purposes of the filing of the Amended Complaint and of this Consent Decree only, and have requested that they be permitted to

participate in this legal action.

THEREFORE, with the consent of the parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

#### JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaints, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

#### PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon the Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

#### DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever

terms listed below are used in this Consent Decree or in any appendix attached hereto the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.
- b. "Consent Decree" shall mean this Decree and any attached appendices.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.
- d. "Director" shall mean the Division Director of the Hazardous Waste Management Division, EPA Region III.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- f. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 CFR Part 300, including but not limited to any amendments thereto.
- g. "Oversight Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that EPA and the U.S. Department of Justice, on behalf of EPA, incur in connection with the site prior to the date of entry of this

Consent Decree for reviewing or developing plans, reports and other items in connection with compliance with the Unilateral Administrative Order ("UAO") for the Site, Docket No.III-91-57-DC, overseeing response actions undertaken by persons other than EPA at the Site in connection with compliance with the UAO, or negotiating, lodging, responding to any public comments, entering, implementing, overseeing, or enforcing this Consent Decree, up to the date of the entry of this Consent Decree, including but not limited to payroll costs, contractor costs, travel costs, laboratory costs, costs of attorney time, costs of obtaining access to the Site including any just compensation for such access, any payments to the State through a cooperative agreement, and interest on all such costs.

h. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral.

i. "Parties" shall mean the United States and each and every Settling Defendant.

j. "Past Response Costs" shall mean all costs, including, but not limited to, Oversight Costs, as defined above, and other direct and indirect costs that EPA and the U.S. Department of Justice, on behalf of EPA, have incurred and paid through the date of entry of this Consent Decree, plus accrued Interest on all such costs through such date for response actions performed in connection with the Site.

k. "Settling Defendants" shall mean Edward Manix;

Normal Realty, Ltd.; Allegheny County Port Authority; Greater Cleveland Regional Transit Authority; Hershey Foods Corporation; Ford New Holland, Inc.; Maryland Mass Transit Administration (which more accurately is known as the Maryland Department of Transportation, Mass Transit Administration); New Jersey Transit Corporation; Southeastern Pennsylvania Transportation Authority; Unisys Corporation (successor to Sperry Corporation and Sperry New Holland, Inc.); Charles Myers, Jr; Genevieve Myers; Tyson Foods, Inc.; Anne Arundel County, Maryland; City of Philadelphia; Jones Motor Company Inc.; Mobile Dredging and Pumping Company; Binkley & Ober, Inc.; D.B. Diefenderfer & Bro.Inc.; Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland; Hamilton Equipment; Roadway Express, Inc.; Sweigart's Bus Services, Inc.; Aluminum Company of America; Armstrong World Industries, Inc.; B & C Auto Warehouse; GE/Radio Corporation of America; Lancaster Malleable Castings; Liberty Truck Parts; McMinn's Asphalt Company, Inc.; National-Standard Company; and Iveco Trucks of North America, Inc.

1. "Site" shall mean the Lancaster Battery Superfund Site, encompassing approximately one acre, located in Manheim Township, Lancaster County, Pennsylvania.

m. "United States" shall mean the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Justice acting on behalf of the EPA.

**REIMBURSEMENT OF PAST RESPONSE COSTS AND OVERSIGHT COSTS**

4. Pursuant to the Stipulation Establishing an Escrow Account ("Stipulation") between the United States and the Settling Defendants and the Order of the Court dated February 22, 1993, upon entry of this Consent Decree, the \$723,400 plus all accrued interest in the escrow account funded by the Settling Defendants under the Stipulation shall be released to the United States of America, by Electronic Funds Transfer (EFT or wire transfer) to the U.S. Attorney for the Eastern District of Pennsylvania, referencing DOJ Case Number 90-11-2-605 and U.S. Attorney's Office File Number 9001797. Payment by EFT shall be made in accordance with written instructions provided by the United States to the Settling Defendants upon execution of this Consent Decree. Any EFTs received at the U.S. Attorney's lockbox bank after 11:00 A.M. (Eastern Time) will be credited on the next business day. The Settling Defendants shall simultaneously deliver copies of the EFT transmittal notice to the addresses set forth in Paragraph 22 of this Consent Decree.

5. The Settling Defendants' obligations under this Consent Decree for all Past Response Costs and Oversight Costs is limited to \$723,400 , which has been previously paid into the aforementioned escrow account, plus accrued interest. Notwithstanding the holding in U.S. v. Rohm and Haas, 2 F.3d 1265

(3d Cir. 1993), the Settling Defendants have agreed to pay Oversight Costs as part of this Consent Decree.

6. In the event that the Past Response Costs alleged to have been incurred by the United States should be found to have been excessive, in an amount in excess of \$20,000, as a result of improper or erroneous billing by any contractor(s) engaged to perform the response actions that are the subject of this Consent Decree, the United States shall reimburse the Settling Defendants any refunds, in excess of \$20,000, it receives in restitution of those excess costs within ninety (90) days of receipt of the refunds, if such restitution occurs within ten (10) years from the effective date of this Consent Decree. Any such reimbursement by the United States will be made by submitting payment of the funds to Jack L. Most as the representative of the Settling Defendants (provided that if Most is unable due to death, disability or other unavailability, or is unwilling to accept the refund, then payment shall be made to another representative of the Settling Defendants designated by Most, or, if there be no such designee by Most, then to a successor representative designated by the Settling Defendants).

**COVENANT NOT TO SUE BY PLAINTIFF**

7. Except as specifically provided in Paragraphs 8 and 9, the United States covenants not to sue the Settling Defendants under sections 104, 107 and 113 of CERCLA, 42 U.S.C §§ 9604, 9607 and 9613, to recover Past Response Costs and Oversight Costs as defined under this Consent Decree.

8. The covenant not to sue set forth in the preceding paragraph does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters. Except as provided in the preceding paragraph, nothing contained herein shall in any way limit or restrict the response and enforcement authority of the United States to initiate appropriate action, either judicial or administrative, under sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604, 9606, and 9607, or any other provision of law, against Settling Defendants or against any other person or entity not a party to this Decree.

9. The covenant not to sue set forth in Paragraph 7 above does not apply, inter alia, to the following:

- a. claims based upon failure of Settling Defendants to meet the requirements of this Consent Decree;
- b. claims for damages to natural resources, as defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6);
- c. claims for costs incurred by any natural resources trustees;
- d. claims based upon criminal liability;
- e. claims for response costs incurred by any federal agencies other than those specified within the definition of "United States" in this Consent Decree;
- f. claims for injunctive relief or administrative order enforcement under Section 106 of CERCLA; and



g. claims for costs incurred or to be incurred by the United States or any agency, department or other instrumentality of the United States in connection with the Site that are not within the definition of Past Response Costs or Oversight Costs set forth in Paragraph 3.

**COVENANT BY SETTLING DEFENDANTS**

10. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to Past Response Costs, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA §§106(b)(2), 111, 112, or 113, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law; any claim against the United States of America, including, any department, agency, or instrumentality of the United States of America, pursuant to CERCLA §§ 107 and 113, 42 U.S.C. §§ 9607 and 9613, related to the Past Response Costs; or any claims arising out of response activities at the Site. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). Provided, however, this Paragraph shall not bar the Settling Defendants from seeking a refund pursuant to Paragraph 6 of this Consent Decree.

**EFFECT OF SETTLEMENT: CONTRIBUTION PROTECTION**

11. Nothing in this Consent Decree shall be construed to

create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

12. With regard to claims for contribution against the Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendants are entitled to such protection from contribution actions or claims as is provided by CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2). The matters addressed in this settlement are payment of Past Response Costs and Oversight Costs for the Site.

13. Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States within 30 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial for matters related to this Consent

Decree.

14. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue set forth in Paragraph 7 (Covenant Not to Sue by Plaintiff). Settling Defendants acknowledge that the United States has no obligation to defend them in any suit or claim. By entering into this Consent Decree, the Settling Defendants do not admit any liability for the actions or failure to act which were the subject of this litigation. The Settling Defendants reserve the right to raise all defenses in subsequent litigation, except in an action by the United States to enforce this Consent Decree, including those defenses expressly waived for purposes of this Consent Decree only.

#### ACCESS TO INFORMATION

15. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling,

analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

16. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

17. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law and state law, to the extent incorporated into federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiff with the following to the extent that said disclosures do not reveal privileged information: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the

document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports or other information required to be created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only.

18. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

#### RETENTION OF RECORDS

19. Until 10 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

20. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall

deliver any such records or documents to the EPA. Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law and state law, to the extent incorporated into federal law. If Settling Defendants assert such a privilege, they shall provide the plaintiffs with the following, to the extent that said disclosure does not reveal privileged information: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, reports, or other information required to be created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only.

21. Each Settling Defendant hereby certifies, individually, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for

information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

**NOTICES AND SUBMISSIONS**

22. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and the Settling Defendants, respectively.

**As to the United States:**

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044  
Re: DOJ No. 90-11-2-605

and

Susan Dein Bricklin  
Assistant United States Attorney  
United States Attorneys Office  
Eastern District of Pennsylvania  
615 Chestnut Street  
Suite 1250  
Philadelphia, Pennsylvania 19106

As to EPA:

Andrew Duchovnay (3RC22)  
Senior Assistant Regional Counsel  
Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, Pennsylvania 19107

Docket Clerk (3RC00)  
Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, Pennsylvania 19107

As to Settling Defendants:

Jack L. Most, Esq.  
575 Lexington Avenue  
19th Floor  
New York, N.Y. 10022-6102

As to Edward Manix:  
Alaine V. Grbach, Esquire  
32 South Broad Street  
Lititz, Pennsylvania 17543

RETENTION OF JURISDICTION

23. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

24. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. The United States reserves the right to withdraw or modify its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants



consent to the entry of this Consent Decree without further notice.

25. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

**SIGNATORIES/SERVICE**

26. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

27. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR THE UNITED STATES OF AMERICA

LOIS J. SCHIFFER  
Assistant Attorney General  
Environment and Natural Resources  
Division

Date: 3/4

Walker B. Smith  
WALKER B. SMITH  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice

Date: 3/17

Robert R. Homiak  
ROBERT R. HOMIAK, Attorney  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
P.O. Box 7611  
Washington, D.C. 20044-7611


Date: \_\_\_\_\_

Michael R. Stiles  
MICHAEL R. STILES  
United States Attorney  
United States Attorney's Office  
Eastern District of Pennsylvania  
615 Chestnut Street  
Suite 1250  
Philadelphia, Pennsylvania 19106

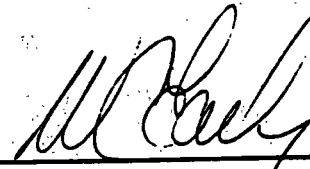
Date: 3/19/98

Susan Dein Bricklin  
SUSAN DEIN BRICKLIN  
Assistant United States Attorney  
United States Attorney's Office  
Eastern District of Pennsylvania  
615 Chestnut Street  
Suite 1250  
Philadelphia, Pennsylvania 19106


Date: 2/4/98

  
W. MICHAEL McCABE  
Regional Administrator  
Region III  
U.S. Environmental Protection  
Agency

Date: 1/29/98

  
WILLIAM C. EARLY  
Deputy Regional Counsel  
Region III  
U.S. Environmental Protection  
Agency

Date: 9/3/97

  
ANDREW DUCHOVNAY  
Senior Assistant Regional Counsel  
Region III  
U.S. Environmental Protection  
Agency

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Date:

November 8, 1996

  
[Address] Elaine V. Grbach  
32 S. Broad St., Lititz, PA

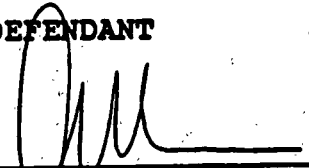
Agent Authorized to Accept Service on Behalf of Above-signed Party: <sup>17602</sup>

Name: Edward Mannix  
Title: 38 Deer Ford Drive  
Address: Lancaster, PA 17601

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Date: November 8, 1996

  
[Address]

Alaine V. Grbach  
32 S. Broad St., Lititz, PA

Agent Authorized to Accept Service on Behalf of Above-signed<sup>17602</sup>  
Party:

Name: Edward Mannix

Title: 38 Deer Ford Drive

Address: Lancaster, PA 17601

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Date: 6/26/97

Steven F. Faeth Counsel For  
Port Authority of Allegheny County  
2235 Beaver Avenue  
Pittsburgh, PA 15233

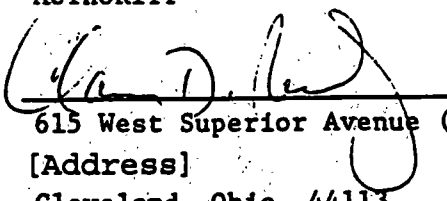
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Steven F. Faeth  
Title: Counsel for Port Authority of Allegheny County  
Address: 600 Grant Street, 42nd Floor  
Pittsburgh, PA 15219

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

CLARENCE D. ROGERS  
ASSISTANT GENERAL MANAGER - LEGAL  
FOR DEFENDANT  
GREATER CLEVELAND REGIONAL TRANSIT  
AUTHORITY

Date: 17 March 1997

  
615 West Superior Avenue (11 Fl.)  
[Address]  
Cleveland, Ohio 44113

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: EDWARD J. OPETT  
Title: SENIOR COUNSEL - ADMINISTRATIVE  
AND LABOR LAW  
Address: 615 WEST SUPERIOR AVENUE (11 Fl.)  
CLEVELAND, OHIO 44113



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT  
NORMAL REALTY, LTD.

Date: September 30, 1996

BY: Jack L. Most  
~~Address~~ Attorney

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: JACK L. MOST  
Title: Attorney  
Address: 575 Lexington Avenue  
19th Floor  
New York NY 10022

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT  
HERSHEY FOODS CORPORATION  
*Robert J. Foster*  
19 East Chocolate Avenue  
Hershey, PA 17033  
[Address]

Date: November 1, 1996

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael W. Davis, Esquire  
Title: Attorney  
Address: Barley, Snyder, Senft & Cohen  
426 E. King Street  
Lancaster, PA 17602-2893  
(717) 299-5201

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT UNISYS/NEW HOLLAND

Date: November 20 1996

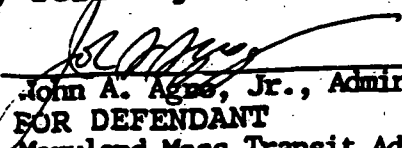
Ronald C. Anderson  
[Address]

Ronald C. Anderson, Asst. Corp. Sec.  
Unisys Corporation

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Michael Davis, Esq.  
Title: Barley Snyder Senft & Cohen  
Address: 126 East King Street  
Lancaster, PA 17602

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

  
John A. Agre, Jr., Administrator  
FOR DEFENDANT  
Maryland Mass Transit Administration  
6 St. Paul Street  
Baltimore, Maryland 21202  
[Address]

Date: 10/16/96

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jean Tyler

Title: Legal Assistant

Address: Maryland Mass Transit Administration  
Law Department  
6 St. Paul Street, 5th Floor  
Baltimore, Maryland 21202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Date:

12/31/96

Albert R. 1175 Brook  
[Address]

ALBERT R. 1175 BROOK  
SENIOR DIRECTOR, COMPLAINT AFFAIRS  
NEW JERSEY TRANSIT CORPORATION

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Jeffrey Miller

Title: Assistant Attorney General

Address: CN-112; Trenton, NJ 08625

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT  
Tyson Foods, Inc.

Date: 10-30-96

David L. Van Bebber  
[Address]

2210 Oaklawn  
Springdale, AR 72764

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David L. Van Bebber

Title: Assistant Secretary

Address: Tyson Foods, Inc.

2210 Oaklawn  
Springdale, AR 72764

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT  
ANNE ARUNDEL COUNTY, MARYLAND

Date: 11-15-96

Patricia A. Ryan  
P. O. Box 2700  
Annapolis, Maryland 21404

Agent authorized to Accept Service on Behalf of Above-signed Party:

Name: Phillip F. Scheibe  
Title: County Attorney  
Address: Heritage Office Complex  
2660 Riva Road, 4th Floor  
Annapolis, Maryland 21401

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Date: NOV. 8, 1996

Charles W. Myers Jr.  
individually and as  
[Address]

executor of the Estate of [Name]  
rec  
M/4

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name:

Joseph F. Rode

Title:

Attorney

Address:

36 E. King St.

Lanc. PA. 17602



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

Date: October 18, 1996

**FOR DEFENDANT**

General Electric Company  
640 Freedom Business Center  
King of Prussia, PA 19406

[Address]

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name:

  
David W. Thompson

Title:

Manager, Mid-Atlantic/Southeast Region

Address:

640 Freedom Business Center  
King of Prussia, PA 19406

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Date: March 24, 1997

*J. Roger Bowens*  
[Address]

Southeastern Pennsylvania  
Transportation Authority ("SEPTA")

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: General Counsel  
c/o Eugene N. Cipriani

Title: Assistant Deputy Counsel

Address: 1234 Market Street - 5th Floor  
Philadelphia, PA 19107-3780

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT CITY OF PHILADELPHIA

Date: 3/13/97

William Miller, First Deputy City Solicitor  
[Address]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

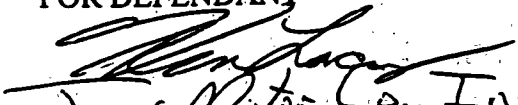
Name: Brenda Benson

Title: Crime Coordinator

Address: 9th Floor - Aramark Tower  
1101 Market St  
Phila, PA 19107

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

  
Jones Motor Co., Inc.  
900 W. Bridge St.  
Spring City, PA 19475  
[Address]

Date: 4/8/77

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Ken Lacey

Title: Risk Manager

Address: Jones Motor Co., Inc. (Above)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

**FOR DEFENDANT**

Mobile Dredging & Pumping Co.  
3100 Bethel Road  
Chester, PA 19015

Date: November 21, 1996

  
[Address]

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Raymond T. Reott  
Title: Outside Counsel for Mobile Dredging & Pumping Co.  
Jenner & Block  
Address: One IBM Plaza  
Chicago, IL 60611

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT BINKLEY & OBER, INC.

Date: 11/4/90

  
[Address]

Donald C. Emich, President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: BARLEY, SNYDER, SENFT & COHEN  
Title: ATTORNEY  
Address: 126 E. KING STREET, LANCASTER, PA 17602

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT MAYOR AND  
CITY COUNCIL OF BALTIMORE

Date: 8-2-97

  
[Address] c/o City Solicitor  
101 City Hall, Baltimore, MD 21202

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Otho M. Thompson  
Title: City Solicitor  
Address: 101 City Hall, Baltimore, MD 21202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

*Q B Diefenbacher of Bco Inc*  
*Robert Diefenbacher Sec*  
*117 Prospect St*  
*Reading Pa 19606*  
[Address]

Date: \_\_\_\_\_

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: SAMUEL R. FRY II. ESQUIRE

Title: COUNSEL

Address: 520 WALNUT STREET. READING. PA 19601



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Hamilton Equipment, Inc.

By Robert J. Hamilton Jr. President

Date: Oct. 23, 1996

 [Address]

P.O. Box 478

Ephrata, PA 17522-0478

Agent Authorized to Accept Service on Behalf of Above-signed  
Party:

Name: Same as above

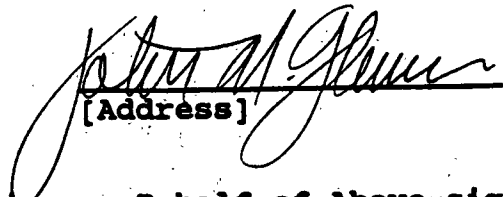
Title: \_\_\_\_\_

Address: \_\_\_\_\_

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT ROADWAY EXPRESS, INC

Date: 11/8/96

  
[Address]


Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ronald R. Janke, Esq.  
Title: Attorney  
Address: c/o Jones, Day, Reavis & Pogue  
901 Lakeside Avenue  
Cleveland, OH 44114

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT  
ALUMINUM COMPANY OF AMERICA

Date: 10-23-96

  
Kevin L. McKnight  
Manager, Environmental  
NRDA & CERCLA Remediation Project  
425 Sixth Avenue  
Suite 1962 - Alcoa Building  
Pittsburgh, PA 15219

Agent Authorized to Accept Service on Behalf of Above-signed Party:

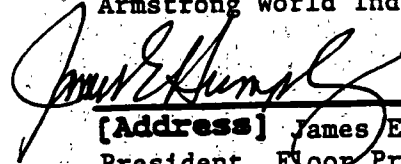
Name: Jeffrey J. Lettrich  
Title: Associate Counsel  
Address: Aluminum Company of America  
425 Sixth Avenue  
Suite 1236F - Alcoa Building  
Pittsburgh, PA 15219

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

**FOR DEFENDANT**

Armstrong World Industries, Inc.

Date: 11/12/96



[Address] James E. Humphrey  
President, Floor Products - Americas  
P. O. Box 3001, Lancaster, PA 17604

**Agent Authorized to Accept Service on Behalf of Above-signed Party:**

Name: Douglas S. Brossman  
Title: Senior Attorney  
Address: Armstrong World Industries, Inc.  
P. O. Box 3001, Lancaster, PA 17604

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

SWEIGART'S BUS SERVICES, INC.

By: William M. Sweigart  
William M. Sweigart, President

Date: 10-18-96

FOR DEFENDANT

c/o William M. Sweigart, President  
5100 Diem Road  
New Holland, PA 17557

[Address]

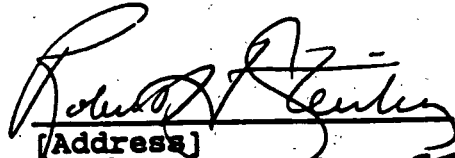
Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Hartman Underhill & Brubaker  
Title: Attn: Brian S. Black, Esq.  
Address: 221 East Chestnut Street  
Lancaster, PA 17602

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Date: 10/18/96

  
[Address]  
203 E. MAIN ST.  
MIDDLETOWN PA 17054

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ray Clegg B+C AUTOPARTS WAREHOUSE  
Title: Partner - General  
Address: RR #1, Box 2079  
Beaumont, R. 17813

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT  
LANCASTER MALLEABLE CASTINGS CO.  
1170 Lititz Ave., Lancaster, PA  
17601-4399

Date: October 24, 1996

  
[Address]

J. R. Hess, President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: J. R. DUKE

Title: SECRETARY

Address: 1170 Lititz Ave., Lancaster, PA 17601-4399

RECEIVED  
OCT 29 1996  
GENERAL COUNSEL

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

*Liberty Truck Parts*

Date: 10-22-96

by Amy L. Edwards  
[Address]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Amy L. Edwards

Title: Partner

Address: Holland & Knight

2100 Pennsylvania Ave., N.W.  
Washington, D.C. 20037



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT MCMINN'S ASPHALT CO., INC.

Date: 11/4/96

Jeff G. Sweigart  
[Address]

Jeffrey G. Sweigart, President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: BARLEY, SNYDER, SENFT & COHEN  
Title: ATTORNEY  
Address: 126 E. KING STREET, LANCASTER, PA 17602

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

*W. Lawrence* Treasurer  
National - Standard Company  
1618 Terminal Road, Niles, MI  
[Address] 4912

Date: 3/31/97

Agent Authorized to Accept Service on Behalf of Above-signed Party:

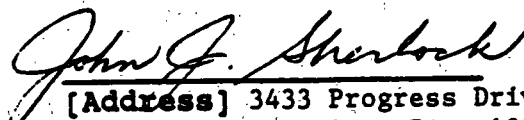
Name: James L. McKenna, P.C.  
Title: Woodcrest Pavilion  
Address: Ten Melrose Avenue, Suite 450  
Cherry Hill, New Jersey 08003

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America v. Lancaster Battery Company, Inc., et al., Civil Action No. 90-5201, relating to the Lancaster Battery Superfund Site.

FOR DEFENDANT

Iveco Trucks of North America, Inc.

Date: October 21, 1996

  
[Address] 3433 Progress Drive  
Bensalem, PA 19020

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: ROSENMAN & COLIN LLP  
Attorneys for  
Title: IVECO TRUCKS OF NORTH AMERICA, INC.  
Address: 575 MADISON AVENUE  
NEW YORK, NEW YORK 10022

**ATTACHMENT A**

**Anne Arundel County, Maryland; City of Philadelphia; Jones Motor Company Inc.; Mobile Dredging and Pumping Company; Binkley & Ober, Inc.; D.B. Diefenderfer & Bro.Inc.; Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland; Hamilton Equipment; Roadway Express, Inc.; Sweigart's Bus Services, Inc.; Aluminum Company of America; Armstrong World Industries, Inc.; B & C Auto Warehouse; GE/Radio Corporation of America; Lancaster Malleable Castings; Liberty Truck Parts; McMinn's Asphalt Company, Inc.; National-Standard Company; and Iveco Trucks of North America, Inc.**

CERTIFICATE OF SERVICE

I do hereby certify that service of the within Notice  
of Lodging of Consent Decree was made upon:

Kenneth M. Worton, Esquire  
Deputy Attorney General  
One Penn Plaza East  
Newark, NJ 07105-2246

Michael H. Mashburn, Esquire  
Mashburn & Taylor  
P.O. Box 1921  
Fayetteville, AR 72702

Spencer Ervin, Jr., Esquire  
Gratz, Tate, Speigel, Ervin  
& Ruthrauff  
2500 Two Mellon Bank Center  
Philadelphia, PA 19102

Cheryl Terai, Esquire  
Richard W. Hosking, Esquire  
Kirkpatrick & Lockhart  
1500 Oliver Building  
Pittsburgh, PA 15222

James A. Bollenbacher, Esquire  
Robert M. Brown, Esquire  
Eckert, Seamans, Cherin & Mellott  
42nd Floor, 600 Grant Street  
Pittsburgh, PA 15219

Joseph F. Roda, Esquire  
301 Cipher Building  
36 East King Street  
Lancaster, PA 17602

Andrew Baida, Esquire  
Attorney General's Office  
200 Saint Paul Place  
Baltimore, MD 21202

George C. Werner, Esquire  
Barley, Snyder, Cooper & Barber  
126 East King Street  
Lancaster, PA 17602

Eugene Cipriani, Esquire  
Southeastern Pennsylvania Transit Authority  
714 Market Street  
Philadelphia, PA 19106-2385

Edward J. Opett, Esquire  
The Cleveland Regional Transit Authority  
615 Superior Avenue, NW  
Cleveland, Ohio 44113


Alaine V. Grbach, Esquire  
Posey & Grbach, P.C.  
32 S. Broad Street  
Lititz, PA 17543

Jack L. Most, Esquire  
Michael R. Fleishman, Esquire  
Finkelstein, Bruckman, Wohl, Most & Rothman  
575 Lexington Avenue  
New York, NY 10022-6102

Eugene Dice, Esquire  
1721 North Front Street  
Suite 101  
Harrisburg, PA 17102

Kathleen J. Masterton, Esquire  
Maryland Mass Transit Administration  
Law Department  
6 St. Paul Street  
5th Floor  
Baltimore, MD 21202-1614

by mailing a true and correct copy thereof, postage prepaid on  
this 27th day of March, 1998.

  
SUSAN DEIN BRICKLIN  
Assistant United States Attorney  
Senior Litigation Counsel2

CERTIFICATE OF SERVICE

I do hereby certify that service of the within  
Motion to Enter Consent Decree and Distribute All Money in the  
Escrow Account was made upon:

Kenneth M. Worton, Esquire  
Deputy Attorney General  
One Penn Plaza East  
Newark, NJ 07105-2246

Michael H. Mashburn, Esquire  
Mashburn & Taylor  
P.O. Box 1921  
Fayetteville, AR 72702

Spencer Ervin, Jr., Esquire  
Gratz, Tate, Speigel, Ervin  
& Ruthrauff  
2500 Two Mellon Bank Center  
Philadelphia, PA 19102

Cheryl Terai, Esquire  
Richard W. Hosking, Esquire  
Kirkpatrick & Lockhart  
1500 Oliver Building  
Pittsburgh, PA 15222

James A. Bollenbacher, Esquire  
Robert M. Brown, Esquire  
Eckert, Seamans, Cherin & Mellott  
42nd Floor, 600 Grant Street  
Pittsburgh, PA 15219

Joseph F. Roda, Esquire  
301 Cipher Building  
36 East King Street  
Lancaster, PA 17602

Andrew Baida, Esquire  
Attorney General's Office  
200 Saint Paul Place  
Baltimore, MD 21202

George C. Werner, Esquire  
Barley, Snyder, Cooper & Barber  
126 East King Street  
Lancaster, PA 17602

Eugene Cipriani, Esquire  
Southeastern Pennsylvania Transit Authority  
714 Market Street  
Philadelphia, PA 19106-2385

Edward J. Opett, Esquire  
The Cleveland Regional Transit Authority  
615 Superior Avenue, NW  
Cleveland, Ohio 44113


Alaine V. Grbach, Esquire  
Posey & Grbach, P.C.  
32 S. Broad Street  
Lititz, PA 17543

Jack L. Most, Esquire  
Michael R. Fleishman, Esquire  
Finkelstein, Bruckman, Wohl, Most & Rothman  
575 Lexington Avenue  
New York, NY 10022-6102

Eugene Dice, Esquire  
1721 North Front Street  
Suite 101  
Harrisburg, PA 17102

Kathleen J. Masterton, Esquire  
Maryland Mass Transit Administration  
Law Department  
6 St. Paul Street  
5th Floor  
Baltimore, MD 21202-1614

by mailing a true and correct copy thereof, postage prepaid on  
this 28<sup>th</sup> day of July 1998.

  
SUSAN DEIN BRICKLIN  
Assistant United States Attorney  
Senior Litigation Counsel